

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		First Lien Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evergreen International Aviation, Inc.		06/30/2011	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank Northwest, N.A.		
Street Address:	299 South Main Street		
Internal Address:	12th Floor		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1149162	EVERGREEN	
Registration Number:	1142111	QUALITY WITHOUT COMPROMISE	
Registration Number:	3610557	SUPERTANKER	
CORRESPONDENCE DATA			
Fax Number:	(212)530-5219		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-530-5000		
Email:	rvalle@milbank.com		
Correspondent Name:	Milbank Tweed c/o Rodrigo Valle		
Address Line 1:	1 Chase Manhattan Plaza		
Address Line 2:	47th Floor		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	30045-29400		

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**TRADEMARK
 REEL: 004577 FRAME: 0475**

NAME OF SUBMITTER:	Rodrigo Valle
Signature:	/Rodrigo Valle/
Date:	07/07/2011
<p>Total Attachments: 8 source=DOC001#page1.tif source=DOC001#page2.tif source=DOC001#page3.tif source=DOC001#page4.tif source=DOC001#page5.tif source=DOC001#page6.tif source=DOC001#page7.tif source=DOC001#page8.tif</p>	

EXECUTION TEXT

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2011 (as amended, supplemented, replaced or otherwise modified from time to time, the "First Lien Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Wells Fargo Bank Northwest, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the First Lien Collateral Agreement referred to below).

WHEREAS, Evergreen International Aviation, Inc., an Oregon corporation (the "Borrower"), Evergreen Holdings, Inc., an Oregon corporation ("Holdings"), and certain Subsidiaries of the Borrower have entered into a First Lien Credit and Guaranty Agreement, dated as of June 30, 2011 (as amended, supplemented, replaced or otherwise modified from time to time, the "First Lien Credit Agreement"), with the Lenders (as defined in the First Lien Credit Agreement) from time to time party thereto, Wells Fargo Bank Northwest, N.A., as administrative agent, Goldman Sachs Lending Partners LLC, as documentation agent and syndication agent and the Collateral Agent.

WHEREAS, the obligations of the Lenders to extend credit to the Borrower are subject to the terms and conditions set forth in the First Lien Credit Agreement and are conditioned upon, among other things, the execution and delivery by the Grantors of that certain First Lien Collateral Agreement, dated as of June 30, 2011, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "First Lien Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the First Lien Collateral Agreement.

WHEREAS, under the terms of the First Lien Collateral Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property, of the Grantors to the Collateral Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this First Lien Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all of the following (the "Intellectual Property Collateral"), as security for the payment or performance, as the case may be, in full of the Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing

or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, (ii) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions and misappropriations thereof, (iii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, (iv) in each case above, all goodwill associated therewith or symbolized thereby and (v) all other assets, rights and interests that uniquely reflect or embody such goodwill (collectively, the “Trademarks”);

(b) (i) all letters patent of the United States or the equivalent thereof in any other country, all recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all reissues, continuations, divisions, continuations-in-part, renewals, substitutes, improvements thereon or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, have made, use, import, sell and/or offer to sell the inventions disclosed or claimed therein and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Patents”);

(c) (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, whether or not the underlying works of authorship have been published; all works of authorship and other intellectual property rights therein; all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights; all right title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, (ii) all registrations, applications for registration and renewals of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule III, (iii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements thereof and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Copyrights”); and

(d) any and all Proceeds of the forgoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this First Lien Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This First Lien Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law.

This First Lien Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This First Lien Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the First Lien Collateral Agreement and the First Lien Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the First Lien Collateral Agreement and the First Lien Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this First Lien Intellectual Property Security Agreement are in conflict with the First Lien Collateral Agreement or the First Lien Credit Agreement, the provisions of the First Lien Collateral Agreement or the First Lien Credit Agreement shall govern.

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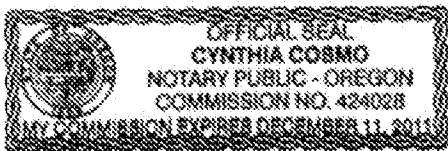
IN WITNESS WHEREOF, each of the undersigned has caused this First Lien Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

EVERGREEN INTERNATIONAL
AVIATION, INC.

By: Michael J. Bay
Name: MICHAEL J. BAY
Title: CFO

STATE OF Oregon)
) : ss.:
COUNTY OF Washill)

On this 28 day of June, 2011, before me personally appeared Michael L. Bay proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the entity upon behalf of which the person acted executed the instrument.



Cynthia Cosmo
Notary Public

My commission expires: December 11, 2011

First Lien Intellectual Property Security Agreement

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REEL: 004577 FRAME: 0481

**Schedule I
to the First Lien
Intellectual Property
Security Agreement**

Trademarks

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status/ Liens
United States	EVERGREEN	1,149,162	3/24/1981	Evergreen International Aviation, Inc. (Oregon corp.)	Registered
United States	QUALITY WITHOUT COMPROMISE	1,142,111	12/2/1980	Evergreen International Aviation, Inc. (Oregon corp.)	Registered
United States	SUPERTANKER	3,610,557	4/21/2009	Evergreen International Aviation, Inc.	Registered

**Schedule II
to the First Lien
Intellectual Property
Security Agreement**

Patents

Country	Title	Patent No. (App No.)	Issue Date (Filing Date)	Record Owner	Status
United States	Enhanced aerial delivery system	7,819,362	10/26/2010	Evergreen International Aviation, Inc.; First and second lien to Credit Suisse	Issued
United States	Enhanced aerial delivery system	(12/862,062)	(8/24/2010)	Evergreen International Aviation, Inc.	Pending
United States	Enhanced aerial delivery system	(12/837,181)	(7/15/2010)	Evergreen International Aviation, Inc.	Pending
Australia	Enhanced aerial delivery system	2008221264	(3/3/2008)	Evergreen International Aviation, Inc.	Pending
Canada	Enhanced aerial delivery system	(2678763)	(3/3/2008)	Evergreen International Aviation, Inc.	Pending
EPO	Enhanced aerial delivery system	(2008731300)	(3/3/2008)	Evergreen International Aviation, Inc.	Pending
PCT	Enhanced aerial delivery system	(2008US55725)	(3/3/2008)	Evergreen International Aviation, Inc.	National phase in Canada and EPO
Hong Kong	Enhanced aerial delivery system	10104554.8	5/11/2010	Evergreen International Aviation, Inc.	Pending
United States	Aerial delivery system	7748662	7/6/2010	Evergreen International Aviation, Inc.	Issued
United States	Aerial delivery system	7,413,145	8/19/2008	Evergreen International Aviation, Inc.	Issued
EPO	Aerial delivery system	(2004776537)	(6/14/2004)	Evergreen International Aviation, Inc.	Pending
PCT	Aerial delivery system	(2004US18846)	(6/14/2004)	Evergreen International Aviation, Inc.	National phase in jurisdictions listed above.

**Schedule III
to the First Lien
Intellectual Property
Security Agreement**

Copyrights

None.